

ASSIGNMENT

WHEREAS, the undersigned, to wit:

1. **James Clarence Kroll,**
2. **Harry Albert Jacobson, and**
3. **Benjamin Henry Koerth, Jr.**

(hereinafter **ASSIGNORS**), have made application for United States Letters Patent

- (a) _____ which was executed by the **ASSIGNORS** and is being filed herewith in the United States Patent and Trademark Office, entitled _____
- (b) X which was filed on **July 11, 2003** and known as Application No. **10/618,600**, entitled **Video Recording Camera System**.
- (c) _____ which was filed on _____ and entitled _____

AND WHEREAS, **Stumpecam, Inc.**, a corporation organized and existing under the laws of **Texas**, and having its principal place of business at **17435 Highway 155 South, Flint, TX 75762** (hereinafter **ASSIGNEE**), is desirous of acquiring the entire right, title and interest in and to the invention, and in and to the said application and any Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSIGNORS**, intending to be legally bound, do hereby sell, assign and transfer unto **ASSIGNEE**, its successors, assigns and legal representatives their entire right, title and interest in and to said invention and in and to said application and all patents which may be granted therefore, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and **ASSIGNORS** hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as **ASSIGNORS'** interests are concerned, to the said **ASSIGNEE** of **ASSIGNORS'** entire right, title and interest.

ASSIGNORS also hereby sell and assign to said **ASSIGNEE**, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights

to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries.

ASSIGNORS further warrant and covenant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNORS, and that the full right to convey the same as herein expressed is possessed by ASSIGNORS.

ASSIGNORS further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNORS further agree to communicate with said ASSIGNEE, or its successors, assigns and legal representatives, any facts known to ASSIGNORS respecting any improvements relating to the present invention; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

ASSIGNORS hereby grant the firm of Thompson & Knight L.L.P., or its agents, the power to insert on this Assignment any further identification, including but not limited to application number(s) and filing dates, which may be necessary or desirable in order to comply with any rule or request of the United States Patent and Trademark office for the purposes of recording this document.

This Assignment may be executed in any number of counterparts, each of which shall be enforceable. Executed on the date(s) below indicated:

1)

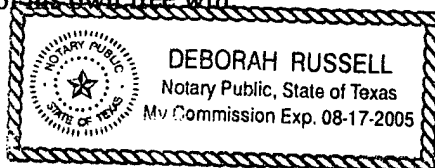
James Clarence Kroll
ASSIGNOR: James Clarence Kroll

11-7-03
Date

STATE OF Texas

COUNTY OF McGregor

BEFORE ME, the undersigned authority, on this 7th day of November, 2003,
personally appeared **James Clarence Kroll**, known to me to be the person whose name
is subscribed to the foregoing instrument and acknowledged to me that he executed the
same of his own free will.



Deborah Russell
Notary or Consular Officer

2)

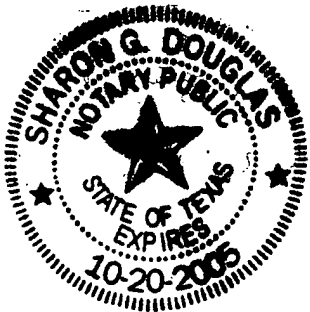
Harry Albert Jacobson
ASSIGNOR: Harry Albert Jacobson

24 October 2003
Date

STATE OF TEXAS)

COUNTY OF HENDERSON)

BEFORE ME, the undersigned authority, on this 24 day of OCT., 2003,
personally appeared **Harry Albert Jacobson**, known to me to be the person whose name
is subscribed to the foregoing instrument and acknowledged to me that he executed the
same of his own free will.



Sharon G. Douglas
Notary or Consular Officer

3)

Benjamin Henry Koerth, Jr.
ASSIGNOR: Benjamin Henry Koerth, Jr.

11-7-03
Date

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, on this 7th day of November, 2003,
personally appeared **Benjamin Henry Koerth, Jr.**, known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged to me that he executed
the same of his own free will.

Deborah Russell
Notary Public, State of Texas

